

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS
BOSTON DIVISION**

Jeremy Parks,

Plaintiff,

V.

Comenity LLC
d/b/a Comenity Bank,

Defendant.

Case No. 1:15-cv-12957

COMPLAINT

Plaintiff, Jeremy Parks (“Plaintiff”), through his attorneys, Shaevel & Krems, LLP, alleges the following against Defendant, Comenity LLC d/b/a Comenity Bank (“Defendant”):

INTRODUCTION

1. This action is brought by Plaintiff pursuant to the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227 *et seq.*

JURISDICTION AND VENUE

2. Jurisdiction of this court arises pursuant to 28 U.S.C. § 1331 and 47 U.S.C. § 227.

3. Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b)(2) as the acts and transactions giving rise to this action occurred in this district, as Plaintiff resides in this district and because Defendant transactions business in this district.

PARTIES

4. Plaintiff is a natural person residing in in Lynn, Essex County, Commonwealth of

Massachusetts.

5. Defendant is a business entity formed in the State of Delaware with headquarters in Columbus, Ohio.

6. Defendant acted through its agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers.

FACTUAL ALLEGATIONS

7. In 2015, Defendant began placing calls to (978) 548-79xx, Plaintiff's cellular telephone.

8. Upon information and good faith belief, based on the frequency, number, nature and character of these calls, Defendant placed them by using an automatic telephone dialing system ("dialer").

9. Defendant called Plaintiff attempting to collect an alleged debt.

10. These calls were for non-emergency purposes.

11. In or around March 2015, but prior to March 21, 2015, Plaintiff instructed Defendant to stop calling him.

12. Plaintiff revoked any consent, actual or implied, for Defendant to use a dialer to call his cellular telephone.

13. Defendant continued to use a dialer to call Plaintiff's cellular telephone.

14. Since March 21, 2015, Defendant used a dialer to call Plaintiff's cellular telephone at least seventy-eight (78) times over an approximate seven-week period.

15. Defendant willfully and voluntarily used a dialer to place these calls.

16. Defendant intended to use a dialer to place these calls.

17. Defendant did not have Plaintiff's express consent to use a dialer to place these calls.

COUNT I
TELEPHONE CONSUMER PROTECTION ACT

18. Defendant's actions alleged *supra* constitute numerous negligent violations of the TCPA, entitling Plaintiff to an award of \$500.00 in statutory damages for each and every violation pursuant to 47 U.S.C. § 227(b)(3)(B).

19. Defendant's actions alleged *supra* constitute numerous and multiple knowing and/or willful violations of the TCPA, entitling Plaintiff to an award of \$1,500.00 in statutory damages for each and every violation pursuant to 47 U.S.C. § 227(b)(3)(B) and 47 U.S.C. § 227(b)(3)(C).

Wherefore, Plaintiff, Jeremy Parks, respectfully requests judgment be entered against Defendant, Comenity LLC d/b/a Comenity Bank for the following:

- A) Statutory damages of \$500.00 for each and every negligent violation of the TCPA pursuant to 47 U.S.C. § (b)(3)(B).
- B) Statutory damages of \$1,500.00 for each and every knowing and/or willful violation of the TCPA pursuant to 47 U.S.C. § (b)(3)(b) and 47 U.S.C. § (b)(3)(C).
- C) All court costs, witness fees and other fees incurred.
- D) Any other relief that this Honorable Court deems appropriate.

RESPECTFULLY SUBMITTED,
The Plaintiff,
By His Attorneys,

/s/ David R. Jackowitz

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Attorneys for Plaintiff

Dated: July 15, 2015